

Washington Department of
Fish and Wildlife



VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM

COST REIMBURSEMENT MANUAL

**Funded by:
Aquatic Lands Enhancement
Account (ALEA)**

REVISED JUNE 2005

WDFW activities are intended to follow state and federal guidelines for nondiscrimination based on race, creed, color, national origin, age, marital status, sex, sexual orientation, residence, veteran status, and disability.

This manual was intended for your benefit. If you have any areas where improvement can be made please contact the Cooperative Project Coordinator. Your comments and suggestions are greatly appreciated.

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SECTION 1 – GENERAL INFORMATION

General

This is intended to help grantees with grants (Hereafter referred to as “grantees”) from the Washington Department of Fish and Wildlife (WDFW) seek reimbursement for expenditures incurred under these agreements.

Although the pages that follow contain instructions regarding supporting documentation needed for most reimbursement requests, grantees may be asked to provide additional information. In all cases, grantees must keep support documentation to meet audit requirements. Even though all material is intended to be self-explanatory, staff is available to assist when necessary.

Information Sources

For help with:

- Selecting proper forms,
- Preparing reimbursement requests,
- Identifying documents that must be retained to meet audit requirements; and,
- Other billing and/or grant program related questions.

If you have any questions contact your project manager at:

Washington Fish and Wildlife
Attention: Cheryl McCartney
600 Capitol Way North
Olympia, WA 98501
(360) 902-2700
ALEA@dfw.wa.gov

Compliance With All Laws

All grantees shall comply fully with all applicable federal, state and local laws, orders, regulations and permits.

Records Retention

The grantee shall retain all books, records, documents, data, and other materials relevant to the grant agreement for six years after completion of the project. These records shall be subject at all reasonable times to inspecting, reviewing, copying or audit by personnel duly authorized by the WDFW, the Office of the Washington State Auditor, or other authorized federal and/or state officials. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The records must support all project costs and billings provided to the WDFW, including: sponsor’s match information (cash appropriations, land donations, donated cash, labor, materials, equipment; and state grants).

If an auditor’s inspection of records discloses any improper or incorrectly claimed reimbursements, the WDFW Project Manager shall issue a management decision on a proposed corrective action plan within six months after receipt of this report.

Reimbursement All funds are made available to successful applicants on a reimbursement basis only. This means that the applicant pays the cost of work completed, and then submits an invoice to the Project Manager for reimbursement. Applicants will not be reimbursed for expenses that occur before or after the grant period specified in the grant agreement.

Billings All billings must be accompanied by an A-19 Invoice Voucher. A customized, pre-printed A-19 Invoice Voucher will be provided with the Project Agreement and with each reimbursement payment. Detailed instructions on how to complete the A-19 Invoice Voucher are provided in SECTION 4.

Expenditure reimbursement requests should include the following:

- A-19 Invoice Voucher. The total of all costs for a billing are included on this form and the form must have an original signature.
- If the grantee receives a state grant audit, a copy of the state grant audit report may be submitted instead of supporting documentation for state grant transactions.
- If no applicable audit is performed as explained previously, supporting documentation is to be enclosed for transactions.
 - Copies of all invoices/receipts. Where amounts billed cannot be traced directly to amounts on the receipts, explanations are to be provided showing how the amounts billed ties to the amount on the receipt or invoice.
 - Travel Vouchers with amounts billed for travel based upon state travel requirements.

Billing Deadlines Billings are required at least once a quarter from state agency grantee, if there has been any activity on a project. The state fiscal year runs from July 1 through June 30.

In all cases, a fiscal year-end billing (by June 30) is required. It must cover all activity from the beginning of the project for which reimbursement has not been requested through June 30. This billing must be submitted no later than July 8.

Typically, complete and accurate billings are paid within four (4) weeks of receipt of an approved reimbursement request. Electronic Funds Transfers (EFT) is available by completing a State of Washington Statewide Vendor Registration form. This form can be obtained from WDFW Fiscal Office.

Once a project has been completed, a final billing must be submitted within 30 days. The final billing packet shall include: the final project report and a list of any inventoriable equipment purchased during the contract.

The inability to spend project funds in a timely manner is a growing concern of the Legislature and WDFW. It is important that you not only spend the funds authorized, but that you bill in a timely manner. Failure to do so could result in a loss of grant monies. If you anticipate a reduction of expenditures, please let your Cooperative Project Coordinator know so the remaining funds can be directed to another project.

Reporting

Quarterly Reports must be turned in 15 days after each quarter ends. See **Section 5** for Quarterly Report form, instructions and due dates.

In addition a final report must be turned into the ALEA Project Manager within 90 days of completion of project.

Hold Back

An amount of ten percent of the grant will be withheld to ensure compliance with requirements of the agreement. Once a project has been completed, a final billing must be submitted within 90 days. The final billing packet should include: the final project report; a list of any inventoriable equipment purchased during the contract. After all the requirements have been satisfied, the final payment will be paid to the grantee.

**Contract
Amendments**

The Project Agreement may be amended by execution of a formal written amendment to the contract. The following are steps that must be taken for all amendments.

1. Verbal approval must be given by the ALEA Project Manager
2. A written request either by email or US mail must be submitted after verbal approval. Upon written request you will receive written confirmation if amendment is approved or denied.
3. Contracts Office will send out written amendment for review and signature by the contract designated signature authority and return to the Contracts Office.
4. Once signed and returned to the Contracts Office you will receive a fully executed copy of the amendment.

ONE TIME PROJECT BUDGET VARIATION

A (1) one-time variation of line items of the Project Budget is allowed through the 2005 - 2007 State Fiscal Year. **NOTE:** Excludes any variations to line items regarding equipment

The contractor may vary the line items of the budget one (1) time without a formal contract amendment. This variation DOES NOT apply to (equipment) Object J, Capital Outlays.

The following criteria must be met:

1. Notification by US mail or email of the variation to the WDFW Project Manager.
2. Prior written approval by WDFW Project Manager to the contractor
3. The variation shall not exceed 10% of the project total or \$1,000 whichever is lower.

**Volunteer
Registration
and hours**

Participants must register as volunteers and will be expected to submit volunteer registration forms and times sheets. Volunteers who work with minors (persons under the age of 18 years) may be required to complete a Criminal Background Investigation Authorization Form.

SECTION 2 - GUIDELINES FOR REIMBURSEMENTS OF EXPENDITURES

General Principles

Guidelines for Reimbursements of Expenditures (Under Grant & Contract Awards)

This establishes principles and standards for determining costs for awards carried out through grants, cost reimbursement contracts, and other agreements with the WDFW. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of WDFW participation in the financing of a particular program or project. The principles are designed to provide that WDFW awards bear their fair share of cost recognized under these principles except where restricted or prohibited by law.

These principles are to be applied by all WDFW project managers in determining costs incurred by grantees units under WDFW awards (including sub-awards). These principles shall be used as a guide in the pricing of fixed price arrangements where costs are used in determining the appropriate price. The application of these principles is based on the fundamental premises that:

1. Grantees that receive WDFW funds are responsible for the efficient and effective administration of WDFW awards through the application of sound management practices.
2. Grantees assume responsibility for administering WDFW funds in a manner consistent with agreements, program objectives, and the terms and conditions of the award.
3. Each grantee, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration of WDFW awards.

Basic Guidelines

Factors affecting allow ability of costs. To be allowable, costs must meet the following general criteria:

1. Be necessary and reasonable for proper and efficient performance and administration of WDFW awards. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally funded. In determining reasonableness of a given cost, consideration shall be given to:
 - a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the grantees and the performance of the WDFW award.
 - b. The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the WDFW award.

Basic Guidelines

(Continued)

- c. Market prices for comparable goods or services.
 - d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the grantees, its employees, the public at large, and the state and federal government.
 - e. Significant deviations from the established practices of the grantees, which may unjustifiably increase the WDFW award's cost.
2. Be authorized or not prohibited under federal, State or local laws or regulations.
 3. Conform to any limitations or exclusions set forth in these principles.
 4. Be consistent with policies, regulations, and procedures that apply uniformly to both WDFW awards and other activities of the grantees.
 5. Be accorded consistent treatment. A cost may not be assigned to an award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.
 6. Be determined in accordance with generally accepted accounting principles.
 7. Not be included as a cost or used to meet cost sharing or matching requirements of any other WDFW award in either the current or a prior period.
 8. Be the net of all applicable credits.
 9. Be adequately documented

Allocable Costs

1. A cost is allocable to a particular grant cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
2. All activities that benefit from the grantee's indirect cost, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs.

Any cost allocable to a particular award or cost objective may not be charged to other WDFW awards to overcome fund deficiencies, to avoid restrictions imposed by law or for other reasons. However, this prohibition would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing program agreements.

**Incurred within
Grant Period**

Costs must be incurred during the grant period specified in the grant agreement.

Applicable Credits Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to WDFW awards as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the grantees relate to allowable costs, they shall be credited to the WDFW award either as a cost reduction or cash refund, as appropriate.

Administrative Costs Examples of Administrative Costs are shown below. These costs must contribute to the project's success.

- Advertising
- Audit costs
- Communications
- Correspondence
- Travel for project purposes
- Meetings
- Insurance
- Project administration (no salaries or benefits are allowable)
- Progress reports

Ineligible Costs Only costs identified in the Project Agreement are eligible for reimbursement. The following costs are not eligible:

- Salaries and Benefits
- Bad debts, uncollectible accounts or claims
- Lobbying
- Fines and penalties
- Administrative Overhead
- Interest and other financing costs
- Alcoholic beverages
- Purchase real property

Eligible Costs Eligible costs for reimbursement are only those listed in the Project Agreement. The following list of typical eligible costs are not inclusive; however, they are intended to help you categorize your cost on the A-19 Invoice Voucher as either administrative, or incidental costs:

- Goods and Services
- Travel
- Personal Services/A&E Contracts
- Equipment

Goods and Services Goods and Services must be related to the purpose of the contract and be directly allocable to the contract. This is the cost of materials acquired, consumed, or expended specifically for the purpose of the contract.

Travel Costs If allocable under the grant and necessary for the performance of the grant, you may be reimbursed for certain travel expenses that are subject to the requirements and restrictions of WA Office of Financial Management's, State Administrative & Accounting Manual, Chapter 10 "Travel" <http://www.ofm.wa.gov/policy/10.htm> WDFW's Travel Regulations highlight, further clarify and/or restrict OFM policies in some areas.

A hard copy of WDFW's Travel Regulations are available upon request from the Fiscal Office. A WDFW Travel Reimbursement form and instructions will be included with your contract.

Lodging The actual cost of lodging up to a specified maximum a receipt is required. See the Per Diem Rates Washington Map for rates at <http://www.ofm.wa.gov/policy/bwmap.pdf> Travelers may be reimbursed taxes paid on lodging in addition to the Maximum Lodging Amounts contained in Schedule A.

Meals Reimbursement for meal expenses is on an allowance basis not to exceed the amounts in effect at the time of travel contained in Schedule A.

The following two criteria must be met to receive a meal allowance:

Three Hour Rule A traveler may be reimbursed for meal expenses only after the traveler is in travel status for three hours beyond the traveler's regularly scheduled working hours for any one day. The three hours may consist of hours occurring before, after, or a combination of both before and after the traveler's regularly scheduled working hours for the day.

In travel status during the entire meal period Travelers must be in travel status during the entire agency-determined meal period(s) defined in WDFW's Travel Regulations in order to qualify to collect payments for meals.

Transportation Costs of necessary official state business travel on railroads, airlines, ships, buses, private motor vehicles, and other means of conveyance. Car rentals must be arranged in advance through WDFW.

Air travel must be arranged in advance with the WDFW project manager. WDFW is responsible for scheduling, reserving, and paying airfare. Cost of airfare will be deducted from your project grants funds.

Miscellaneous travel expenses—Other expenses essential to the transaction of official state business are reimbursable to the traveler. Contact WDFW Cooperative Project Coordinator to check for status.

SECTION 3 - PROCUREMENT/PURCHASING

What is Inventoriable Equipment?

Fixed assets with a unit acquisition cost of more than \$5,000 are capitalized and inventoriable. Certain assets listed below are considered **small and attractive** if greater than \$100 that WDFW considers particularly vulnerable to loss as defined by a risk assessment. Also, weapons and cell phones are considered small and attractive assets regardless of cost. Title to all inventoriable equipment financed or furnished by WDFW shall remain with WDFW. Title to all personal property purchased using any WDFW funds (state or federal) or reimbursed by WDFW, shall vest in WDFW. Inventoriable items, as determined by WDFW, will require return of these items to WDFW at the end of the project or by June 30 of the year the project ends.

Any property of WDFW furnished, shall be used only for the performance of the contract.

- Engines (gas and outboard marine)
- Chain saws
- Space heaters (portable)
- Communications equipment (audio, video, radios, GPS units)
- Optical devices, binoculars, telescopes, infrared viewers, rangefinders, and spotting scopes
- Cameras (motion, video, still and digital)
- Computer Hardware: laptops, notebook computers, handheld computers
- Calculators
- Portable Breath Testers
- Recording equipment, radios, TVs, tape recorders, VCRs
- Weapons, firearms, signal guns and accessories- regardless of cost
- Cell phones- regardless of cost
- Licensed Vehicles- regardless of cost

If you plan on purchasing “Inventoriable Equipment”, you must indicate which type(s) on the Project Application.

What if I need to purchase Inventoriable Equipment?

The Inventoriable Equipment you list in your project application will be Attachment D in your contract.

After purchasing the equipment, complete an A-19:

Inventoriable Equipment purchased, as agreed to in Contract? Y/N

Include Inventoriable Equipment purchased on Quarterly Reports.

Mark Y and provide Description of Make, Model, Serial # and Total Price (including tax)

WDFW must inventory, or account for, all small and attractive items.

WDFW will send coded inventory tags to be permanently affixed and used for identification on inventoriable assets.

WDFW Fiscal Office will conduct a physical inventory at least once every other fiscal year.

WDFW will maintain centralized records of all inventoriable assets.

What if the Inventoriable Equipment is lost or stolen or destroyed?

You should notify the WDFW Project Manager in writing immediately, if equipment is lost or stolen. For any WDFW personal property stolen, you should provide a police report and insurance report for each incident and shall report the theft immediately to the WDFW Project Manager.

What If I Need Computer Equipment?

If allocable under the grant agreement, purchase of computer equipment with a cost of less than \$300 (including tax and shipping costs) is reimbursable, if necessary for the performance of the grant.

Purchase of computer equipment greater than \$300 is not an allowable expenditure for WDFW grants. If computer equipment greater than \$300 is necessary for the performance of the grant, a lease of the computer equipment may be entered into for a period not to exceed the grant period. Before entering into the lease agreement three quotes should be obtained. If leasing of computer equipment is unavailable locally, contact the WDFW Cooperative Project Coordinator for guidance.

Computer Equipment List

Equipment capable of being hooked up to a computer:

Hardware (CPU)	Monitor
Keyboard	Mouse
Scanners	Plotters
Modems	Zip drives
Digital Cameras	PDA Handhelds
Printer	Projector

Fixed Assets

FIXED ASSETS (Capital Assets) are those items such as machinery, equipment, or building with initial useful lives of more than one year. Any fixed assets planned to be acquired with contract funds must be identified in the grant application. For example, if goods and service (i.e. lumber) is used to build a permanent structure, this must be identified in the application.

What Is The Difference Between “Personal Services” And Purchased Services?

Personal services are professional or technical services provided by a consultant to accomplish a specific study, task or other work statement. Purchased services are provided by a vendor to accomplish routine, continuing and necessary functions. Personal services are performed independently from the day-to-day control. Purchased services are usually more routine or mechanical in nature. See Section 1.5.1 of the Guide to Personal Service Contracting.

What If I Need To Purchase Goods, Services, Or Equipment Over \$3000?

Obtain 3 written quotes (see Quote Form, Section 6). Purchase the item(s), keep the receipts and written Quote Form in your office. If the item(s) is Inventorial, see Page 8.

What If I Want To Use A Sole Source Contract?

To do a sole source contract, a market analysis must be conducted. For this analysis, you are requested to contact at least 2 other vendors/consultants to determine whether they can perform the work during the time frame desired and what their estimated costs are before entering into a sole source contract.

SECTION 4 – REIMBURSEMENT FORMS AND INSTRUCTIONS

- 1. A-19 INVOICE VOUCHER**
- 2. TRAVEL EXPENSE VOUCHER (TEV)**
- 3. VOLUNTEER FORMS**

INVOICE VOUCHER INSTRUCTIONS

INSTRUCTIONS TO PROPERLY COMPLETE INVOICE VOUCHER	
ALL ITEMS BELOW MUST BE COMPLETED BEFORE BEING SENT FOR REIMBURSEMENT	
1. GRANTEE:	Name and address: Organization name or person name that will be printed on the reimbursement check and the address where it will be mailed.
2. BY/TITLE:	The Contractor's representative must sign and return the invoice voucher with an original ink signature or payment will not be made.
3. PROJECT NUMBER AND PROJECT NAME:	Project number and name will be provided to each grantee on personalized invoice voucher
4. INVOICE DATE	Date items were purchased or services provided.
5. DESCRIPTION:	Description of item (s) purchased or services provided.
6. PREPARED BY:	Name and phone number where person can be reached during the day who prepared the invoice voucher
7. AGENCY APPROVAL	To be signed by ALEA Volunteer Cooperative Project Coordinator
GRANTEE MUST STAPLE ALL COPIES OF ORIGINAL RECEIPTS TO INVOICE VOUCHER	


VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM SECTION 4 – REIMBURSEMENT FORMS AND INSTRUCTIONS

FORM
A 19-1A
(Rev. 5/91)



STATE OF WASHINGTON
INVOICE VOUCHER

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.

AGENCY NAME
Washington Department of Fish and Wildlife Attention: ALEA Project Manager 600 Capitol Way North Olympia, Washington 98501-1091
VENDOR OR CLAIMANT (Warrant is to be payable to)
(Enter name and address where check to be sent)


**VOLUNTEER COOPERATIVE
CONTRACT PAYMENT**

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

Contract Name and Number (Personalized form to be provided)

DATE	DESCRIPTION										QUANTITY	UNIT PRICE	AMOUNT	FOR AGENCY USE			
4	5																
PREPARED BY		6		TELEPHONE NUMBER		DATE		2/3/05		AGENCY APPROVAL		7		DATE		2/3/05	
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.		REF. DOC.		VENDOR NUMBER		VENDOR MESSAGE		UBI NUMBER					
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX APPN INDEX PROGRAM INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER	
															8		
ACCOUNTING APPROVAL FOR PAYMENT						DATE						WARRANT TOTAL				WARRANT NUMBER	

TRAVEL EXPENSE VOUCHER INSTRUCTIONS

Instruction to properly fill out a Travel Expense Voucher (TEV) All items that apply must be filled out in order to process the reimbursement request. Current State Travel Rates and Regulations can be found at http://www.ofm.wa.gov/policy/10.htm	
1.	GRANTEE: Name and address: Organization name or person name that will be printed on the reimbursement check and the address where it will be mailed.
2.	DATE/YEAR Indicate the month and year reimbursement is being requested in. A separate travel voucher must be filled out for each month.
3.	PHONE NUMBER Phone number(s) for the person listed in box 1.
4.	DATE: Provide the day of month which travel occurred.
5.	FROM: The place where travel began, i.e. city or home.
6.	TO: Final destination of travel, i.e. city or job site.
7.	DEPART: Time when travel began.
8.	RETURN: Time returned to original location listed in item# 5.
9.	BREAKFAST, LUNCH, AND DINNER Include the proper amount to be reimbursed for meals. To qualify for meals must be considered in travel status. Please see OFM website.
10.	TOTAL PER DIEM Total amount in dollars seeking for reimbursement for meals
11.	MILES DRIVEN The Pt .to Pt. box is the miles driven from starting point to destination. Vicinity is for any travel that occurred around job site or town.
12.	REIMBURSEMENT RATE The current Personal Owned Vehicle (POV) mileage rate.
13.	MILEAGE ALLOWANCE Total in dollars for mileage reimbursement
14.	GRAND TOTAL Total request for reimbursement for per diem and mileage
15.	PURPOSE OF TRIP The reason for the travel, i.e. traveling to work site.
16.	CURRENT DOC NO WDFW Contract Number
17.	CLAIMANT SIGNATURE Original signature of person in box 1
18.	SUPERVISORS SIGNATURE Original signature of Contractor's designated Representative for signature authority on the contract.
VOLUNTEERS MUST BE A REGISTERED WDFW VOLUNTEER AND TURN IN ALL VOLUNTEER TIME SHEETS IN ORDER TO REQUEST TRAVEL REIMBURSEMENT. NO EXCEPTIONS	

VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM
SECTION 4 – REIMBURSEMENT FORMS AND INSTRUCTIONS



VOLUNTEER WORKER REGISTRATION

WDFW Volunteer Services
600 Capitol Way N
Olympia, WA 98501-1091

Phone: (360) 902-2252
Fax: (360) 902-2157
e-mail: volunteers@dfw.wa.gov

PLEASE PRINT LEGIBLY

Name	Female Male	Age	Birth Date
Street Address			
Mailing Address			
City, State			Zip Code
Day Time Phone ()		Night Time Phone ()	E-Mail
Do you have a valid First Aid card? Yes No Expires:		Special skills training? Yes No (Attach supplemental sheet)	
Please describe any special medical conditions			

Have you EVER received a citation for violation of state or federal wildlife laws? ____Yes ____No

Have you EVER been charged with a misdemeanor or felony? ____Yes ____No If yes to either question, please detail and attach separate sheet of paper. Please see "Background Investigation" on "Registration and Conditions of Volunteer Service" form.

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name	Day Telephone
Address	Evening Telephone
City/State	Zip Code

WDFW PROJECT INFORMATION

Initial Project Title	Project Location
WDFW Supervisor (Please Print)	Project Type Fish Wildlife Habitat Other
WDFW Supervisor Signature	Supervisor's Telephone

Pursuant to RCW 51.12.035, *Volunteers*, I hereby register as a volunteer worker for the State of Washington, Department of Fish and Wildlife (WDFW). I acknowledge by my signature below that I will accept my responsibility as a WDFW volunteer, and that I will comply with all policies and procedures outlined by WDFW. I understand that I will not receive compensation for services rendered. I further understand that it is my obligation to obtain and maintain insurance if I use my private motor vehicle while serving as a WDFW volunteer. Finally, I understand that each month I must submit via timesheet my hours worked as a WDFW volunteer. Submitting monthly hours worked to WDFW is a requirement for medical aid coverage through the Department of Labor and Industries. Failure to document my time and submit monthly timesheets may make me ineligible to receive such medical aid coverage.

Safety training is required for all volunteers registered with WDFW. Training will be provided by my volunteer project supervisor, WDFW staff or via a printed pamphlet provided by WDFW. I have checked the appropriate box below to indicate whether or not I have received training as of this date.

☐ I COMPLETED VOLUNTEER TRAINING ON ____ ☐ I HAVE NOT YET COMPLETED ANY VOLUNTEER TRAINING.

Signed: _____ Dated: _____

Parental Signature: _____ Dated: _____
(Required if under 18 years)



REGISTRATION AND CONDITIONS OF VOLUNTEER SERVICE

Please read the following carefully, and sign to indicate your understanding and agreement.

VOLUNTEER WORKERS

I understand that as a volunteer worker as defined by RCW 51.12.035, I am responsible for registering as a volunteer worker and must submit hours volunteered to the Washington Department of Fish and Wildlife (WDFW) program manager.

VOLUNTEER NOT AN EMPLOYEE OF WDFW

I understand that I am not an employee of WDFW. I further understand that I will not hold myself out as or claim to be an officer or employee of WDFW or the State of Washington by reason hereof, nor will I take any claim of right, privilege; or benefit which would accrue to an employee under Chapter 41.06 RCW, Chapter 28B.16 RCW or any other applicable state law.

MEDICAL/WORKERS COMPENSATION INSURANCE

I understand that as a registered volunteer under RCW 51.12.035 that WDFW, through the Department of Labor and Industries, provides registered volunteers with workers' compensation insurance for medical aid for injuries sustained while engaged in volunteer activities. I further understand that this coverage does not apply to disability or injuries caused by pre-existing medical conditions.

NONDISCRIMINATION

I understand that during my performance as a volunteer for WDFW, I shall comply with all federal and state nondiscrimination laws, regulations and policies.

LIABILITY INSURANCE

I agree to hold harmless and waive all claims of liability against the Department of Fish and Wildlife arising out of my performance as a volunteer.

I understand that if I use my private motor vehicle in the course of my volunteer duties, it is my obligation to obtain and maintain vehicle insurance to cover any accidents involving my vehicle. I further understand that it is my responsibility to obtain and maintain insurance policies on all personally owned and leased/rented equipment I use while performing assigned volunteer work.

REPORTING REQUIREMENTS

I agree to complete and submit monthly reports of hours volunteered on forms provided by WDFW. I further agree that should I be involved in an accident while performing assigned duties as a volunteer, I will report such accident to the WDFW program manager supervising that volunteer activity.

COMPENSATION

I do not expect to receive any personal monetary compensation for services rendered through volunteer activities.

BACKGROUND INVESTIGATION

I understand that the agency may conduct a background investigation as part of this application process. I hereby authorize the background investigation by my signature below.

GENERAL REQUIREMENTS

I agree to abide by the policies, procedures and guidelines set forth by WDFW.

I understand that as a registered and accepted volunteer of WDFW, if any action or proceeding for damages is brought against me while performing activities within my assigned/approved official duties that I may request that the State authorize the defense of said action as provided for in RCW 4.92.060.

Signature (in full)

Date

VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM
SECTION 4 – REIMBURSEMENT FORMS AND INSTRUCTIONS



VOLUNTEER WORKER TIME SHEET

WDFW Volunteer Services
600 Capitol Way N
Olympia, WA 98501-1091

Phone: 360/902-2252
Fax: 360/902-2157
e-mail: volunteers@dfw.wa.gov

MONTH _____ YEAR _____

PROJECT LOCATION/TITLE:															
<i>Please list number of hours worked each day.</i>															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
<i>Volunteer Name (please print)</i>															
<i>Address</i>															
<i>City</i>								<i>State/Zip</i>							
<i>Project Supervisor (please print)</i>								<i>Program/Division (If a WDFW Project)</i>							
<i>Project Supervisor Signature</i>								<i>Date</i>							

Project Type: ☐ **Enforcement** ☐ **Fish (non-salmonid)** ☐ **Habitat** ☐ **Salmonid Restoration** ☐ **Wildlife** ☐ **Other**

Please complete all sections of this form and submit monthly.

VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM
SECTION 4 – REIMBURSEMENT FORMS AND INSTRUCTIONS



VOLUNTEER GROUP REGISTRATION FORM

WDFW Volunteer Services
600 Capitol Way N. WA 98501-1091
Phone: (360)902-2252 Fax: (360)902-2157

Group: _____
Service Date: _____
Group Leader: _____
Leader's Phone: _____

Agreement: By my signature below, I agree to volunteer my services for no compensation and willingly agree to:

- Register as a volunteer worker for the State of Washington, Department of Fish and Wildlife.
- Provide my social security number (optional).
- Follow all safety rules and regulations, avoid all workplace hazards and refuse to perform any work assignment I feel I am not qualified to perform.
- Accept responsibility for the safe use and maintenance of tools and equipment use as part of my volunteer service.
- Represent WDFW and fellow volunteers/organizations in a positive, professional way, following all directions and advice offered by my project supervisor.
- Assume all risk related to this assignment, waiving all claims for personal injuries or damages to property against the State of Washington and WDFW.

Printed Name	Signature	Telephone Number	Hours

Supervisor Signature _____ Date: _____

Supervisor Phone: () _____ - _____

My signature attests to the fact that safety training was provided to project volunteers.

Project Type: ☐ Enforcement ☐ Fish ☐ Habitat ☐ Wildlife

SECTION 5 – QUARTERLY REPORTING

QUARTERLY REPORTING INSTRUCTIONS

INSTRUCTIONS TO PROPERLY COMPLETE QUARTERLY REPORTING REQUIREMENTS
QUARTERLY REPORT AND INVENTORY FORM MUST BE FILLED OUT EACH QUARTER REGARDLESS IF PROJECT HAS NOT STARTED OR WORK WAS NOT PERFORMED DURING THAT QUARTER.

1. QUARTERLY REPORT FORM

All Sections of the Quarterly Report must be filled if any activity has been performed during the quarter. If no activity occurred or project has not started, complete Sections 1 and 2 and sign Section 5.

2. INVENTORY FORM

The inventory form only needs to be filled out if you have purchased any equipment over \$100 during the current quarter.

3. DUE DATES FOR QUARTERLY REPORTS (for one and two year grants)

October 15, 2005

October 15, 2006

January 15, 2006

January 15, 2007

April 15, 2006

April 15, 2007

July 15, 2006

July 15, 2007

4. FINAL REPORTS

In addition to Quarterly Reports a Final Report must be turned in at the completion of your project. A Final Report Form will be provided at a later date.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE PROJECT MANAGER.

ALEA Volunteer Cooperative Grants Program Quarterly Report Form

SECTION 1: Project Contact Information		
<u>PROJECT TITLE:</u>	<u>ORGANIZATION:</u>	
<u>PROJECT LEADER:</u> FIRST NAME:	<u>PHONE:</u>	<u>WDFW CONTRACT #</u>
LAST NAME:		
SECTION 2: Project Information		
<u>HAS WORK BEEN PERFORMED ON THIS PROJECT?</u> <input type="checkbox"/> PROJECT NOT STARTED. What is the estimated start date? <input type="checkbox"/> PROJECT HAS BEEN STARTED, BUT NOT COMPLETED. What is the estimated completion date and percentage completed? <input type="checkbox"/> PROJECT HAS BEEN COMPLETED.		
SECTION 3: Project Summary/Accomplishments		
PROGRESS TO DATE ON REACHING GOALS AND OBJECTIVES OF PROJECT. PLEASE LIST ANY OBSTACLES OR ISSUES THAT MAY PREVENT YOUR PROJECT FROM BEING SUCCESSFUL. HAVE YOU BEEN IN CONTRACT WITH WDFW PERSONNEL FOR ASSISTANCE?		
SECTION 4: Timelines/Inventory		
<u>Total project funds spent:</u> \$ <u>Total project funds remaining:</u> \$ <u>List of inventory:</u> <input type="checkbox"/> YES <input type="checkbox"/> NO, I have not purchased equipment valued at \$100 or more to date.	<u>Volunteer Registration Forms have been turned in to date:</u> <input type="checkbox"/> YES <input type="checkbox"/> NO <u>Volunteer hours have been turned in to date:</u> <input type="checkbox"/> YES <input type="checkbox"/> NO <u>All reimbursement requests turned in to date:</u> <input type="checkbox"/> YES <input type="checkbox"/> NO	
SECTION 5: Project Leader Approval	SECTION 6: WDFW Approval	
<u>PROJECT LEADER</u> SIGNATURE: _____	<u>PROGRAM MANAGER</u> NAME (Please print) _____ SIGNATURE: _____	
DATE: _____	DATE: _____	

**AQUATIC LANDS ENHANCEMENT ACCOUNT
VOLUNTEER COOPERATIVE GRANTS PROGRAM**

Inventory Form

2005-2007 Biennium

[illegible]

Section 6 - REQUEST FOR QUOTATIONS

REQUEST FOR QUOTATIONS INSTRUCTIONS

INSTRUCTIONS TO PROPERLY COMPLETE QUOTATION REQUIREMENTS

IF THE ITEM(S) YOU WISH TO PURCHASE IS MORE THAN \$3,000.00 YOU MUST OBTAIN THREE WRITTEN QUOTES. IN ADDITION TO OBTAINING THREE WRITTEN QUOTES, PURCHASES OVER \$10,000 MUST GO THROUGH THE ALEA PROJECT MANAGER. THE WRITTEN QUOTES MUST BE COMPLETED ON THE ATTACHED QUOTE FORM.

1. All information must be filled out, in its entirety, in order for to complete the purchasing process. Faxed copies of the form can be accepted. It is very important that this form be completed exactly the same for each vendor; the only thing that should change on each form is the vendor's name and address. Unsigned quotes cannot be accepted.

2. Quotes are valid for 30 days

3. ITEMS TO BE FILLED OUT BY GRANTEE

Must fill out items 1-8

4. ITEMS TO BE FILLED OUT BY VENDOR

Must fill out items 9-15

IF YOU HAVE QUESTIONS OR NEED FORMS, PLEASE CALL WDFW PROJECT MANAGER.

VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM
SECTION 6 – REQUEST FOR INSTRUCTIONS

<p>WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE REQUEST FOR QUOTATION THIS IS NOT AN ORDER</p>	<p>QUOTE NUMBER</p>	<p>DATE QUOTE MUST BE RETURNED BY: 1</p>
<p>Vendors are required to complete items 9-14 only. Quote net price at which you agree to furnish any or all of the following articles, F.O.B. destination shown below. Prices must be based on all units, extended and totaled. Add sales tax as a separate item. Delivery guarantee should be filled in. To receive consideration, quote must be made on this form and signed in full.</p>	<p>Return Quotation to: WA Department of Fish and Wildlife ATTN: Address: 2 City, State, Zip Fax:</p>	

<p>(VENDOR NAME AND ADDRESS) 3</p>		<p>PRICES F.O.B.(SHIP TO ADDRESS) 4</p>			
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	6	7	8	9	10
<p>PLEASE NOTATE IF YOUR BUSINESS IS ONE OF THE FOLLOWING:</p> <p>CERTIFIED MINORITY BUSINESS CERTIFICATION # _____ 11</p> <p>CERTIFIED WOMEN'S BUSINESS CERTIFICATION # _____</p> <p>SHELTERED (Order Authority - R.C.W. 43.19.530) _____</p>					

VENDOR NOTICE: QUOTATIONS SHOULD BE COMPLETED IN INK AND ON THIS FORM. UNSIGNED OR LATE QUOTATIONS WILL NEITHER BE ACCEPTED NOR RETURNED TO THE SUPPLIERS. THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT QUOTATIONS ON EACH ITEM SEPARATELY OR AS A WHOLE, TO REJECT ANY OR ALL QUOTATIONS, WAIVE INFORMALITIES AND TO CONTRACT AS THE BEST INTERESTS OF THE STATE MAY REQUIRE. QUOTATIONS ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS AS ARE PRINTED ON THE REVERSE SIDE HEREOF. BY SIGNING BELOW THE VENDOR AFFIRMS HAVING READ THE CONDITIONS NOTED ABOVE AND ON THE REVERSE SIDE, AGREES THERETO AND HAS STATED HEREON THE PRICES AT WHICH HE/SHE WILL FURNISH AND DELIVER AT STATION OR LOCATION NAMED ABOVE. QUOTATION RESULTS WILL **NOT** BE GIVEN OVER THE TELEPHONE. A COPY OF THE FINAL FIELD ORDER WILL BE SENT TO ANY SUPPLIER SENDING A SELF-ADDRESSED ENVELOPE.

<p>VENDOR GUARANTEES DELIVERY F.O.B.</p> <p>DAYS AFTER RECEIPT OF ORDER AT ADDRESS SHOWN. SHIPMENT WILL BE MADE FROM</p> <p>VIA 12</p>	<p>VENDOR WILL ALLOW 13</p> <p>_____ %</p> <p>DISCOUNT FOR PAYMENT WITHIN DAYS, NET 30</p>	<p>PRINT NAME AND TITLE 14</p> <p>SIGNATURE</p> <p>TELEPHONE</p> <p>DATE</p>
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VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM

SECTION 6 – REQUEST FOR INSTRUCTIONS

State of Washington, General Administration Office of State Procurement, Standard Terms and Conditions

1. **ENTIRE AGREEMENT** This document, including all addenda and subsequently issued change notices, comprises the entire agreement between the State of Washington and the Contractor and shall be governed by laws of the State of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State of Washington, County of Thurston. The state reserves the right to reject bids which propose alternate or additional terms and conditions.
2. **CONFLICT AND SEVERABILITY** **Conflict** In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the state maximum benefits. **Severability** Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.
3. **ANTITRUST** The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.
4. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** Acceptance of this contract binds the Contractor to the terms and conditions of Section 801, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaces and applicable regulations thereunder. Contractor shall not discriminate against any employee or applicant for employment.
5. **WORKERS RIGHT TO KNOW** Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
 - The identity of the hazardous material,
 - Appropriate hazardous warnings, and
 - Name and address of the chemical manufacturer, importer or other responsible party.

Appropriate fines may be levied by Labor and Industries against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

6. **GIFTS AND GRATUITIES** In accordance with RCW 43.19.1937 and 1939, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices.
7. **RIGHTS AND REMEDIES** In the event of an claim for default or breach of contract, no provision in this document or in the bidder's offer shall be construed, expressly or by implication, as a waiver by the state of any existing of future right and/or remedy available by law. Failure of the state to insist upon the strict performance of an term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.
8. **INSTATE PREFERENCE-RECIPROCITY**

Pursuant to RCW 43.19.702 the Department of General Administration has established a schedule of penalties applicable against firms submitting bids from states which grant a preference to their own in-state business. The penalties are listed below and apply only to bids received from the following states.

Alaska	5%	Montana	3%
Arkansas.....	3%	New Mexico.....	5%
* California	5%	Ohio.....	5%
Hawaii.....	3%	Oklahoma.....	5%
Louisiana.....	7%	South Carolina.....	2%
Massachusetts	2%	West Virginia	2%

* California is applicable only to small business firms certified for preference by the State of California. Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes or No

In determining the lowest responsible bidder, the Contract Administrator will add an amount equal to the above percentage to each applicable bid submitted. In no event shall such increase be paid to a contractor whose bid is accepted.

9. **PROTESTS** Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141 through 143 protests filed prior to award are to be addressed to the Contract Administrator in charge of the bid. Protests filed after the award, and in accordance with the above referenced WAC, are to be addressed to the Assistant Director, Office of State Procurement.
10. **SAVE HARMLESS** Contractor shall indemnify, defend and save harmless the state from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the state on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claims under similar such laws or obligations. Contractor also agrees to protect and save harmless the purchaser against all claims, suits or proceeding or patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence of the state or its agencies, employees, and officers.

Contractor shall pay all attorney's fees and expenses incurred by the state in establishing and enforcing the state's rights under this paragraph, whether or not suit was instituted.
11. **PERSONAL LIABILITY** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.
12. **SUPERVISION AND COORDINATION** Contractor shall:
 - Competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its bid to the state, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to Purchaser only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
13. **ADVERTISING** Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Contract Administrator.
14. **SUBCONTRACT/ASSIGNMENT** Contractor shall not on subcontract or assign its obligations under this contract without the prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.
15. **TAXES, FEES AND LICENSES** **Taxes** Contractor shall pay for and maintain in current status any and all taxes which are necessary for contract performances. Unless otherwise indicated, the purchaser agrees to pay all State of Washington sales or use taxes. No charge by Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate, where appropriate. Sales tax shall not be included in bid pricing submitted. **Fees/Licenses** Prior to bid opening the Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with the said changes or regulations during the entire term of this contract.
16. **WARRANTIES** **Product** Contractor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state, shall not alter or affect the obligations of the Contractor or the rights of the state. **Price** Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
17. **LIENS, CLAIMS AND ENCUMBRANCES** All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.
 18. **DELIVERY TIME** Delivery must be made during normal work hours and within the time frames proposed by Bidder herein and subsequently accepted by the state. Failure to comply may subject Contractor to nondelivery assessment charges and/or liquidated damages as appropriate. The state reserves the right to refuse shipment when delivered after normal working hours. Contractor shall verify specific working hours of individual agencies and so instruct carrier(s) to deliver accordingly. The acceptance by the purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. **Terms** Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The purchaser reserves the right to refuse COD shipments. **Location** All deliveries are to be made to the applicable delivery location in accordance with ICC rules or as indicated in purchase order. When applicable Contractor shall take necessary actions to safeguard items during inclement weather. **Unauthorized** In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from authorized purchaser(s). Expenses incurred otherwise shall be borne solely by the Contractor.
 19. **INSPECTION AND REJECTION** The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Contractor thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Contractor to:
 - Repair or replace, at Contractor's expense, any or all of the damaged goods.
 - Refund the price of any or all of the damaged goods, or
 - Accept the return of any or all of the damaged goods.

VOLUNTEER COOPERATIVE PROJECT GRANT PROGRAM

SECTION 6 – REQUEST FOR INSTRUCTIONS

20. TITLE AND RISK OF LOSS Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
21. PERFORMANCE Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
22. IDENTIFICATION All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
23. CHARGES FOR HANDLING No charges will be allowed for handling which includes but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
24. INVOICING Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).
25. PAYMENT Payment will be made by the state agency or political subdivision indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Prompt payment discount periods of thirty (30) calendar days or more will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period for cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW", if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.
26. QUALITY STANDARDS Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality/performance. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal will be complete grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product bid as an "equal" is conditioned on the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand which is not of equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid nonresponsive.
27. DETERMINATION OF RESPONSIBILITY During bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performances, on-site inspection of bidder's or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid nonresponsive.
28. AWARD FACTORS Criteria State contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all items as stated in RCW 43.19.1911 and WAC 236-48-093 and the contractual requirements provided herein. Rights Reserved The state reserves the right to Waive any informalities. Reject any or all bids, or portion thereof, WAC 236-48 allows the state to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid. Reissue an IFB or negotiate as the best interests of the state may require whenever there is reason to believe that prices or terms are not the best obtainable. Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid price.
29. SUPPLIER REGISTRATION Prior to award of a contract, any unregistered bidder may be required to complete a Supplier Registration Packet for placement on the state's supplier list.
30. CHANGES No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the Contract Administrator as evidenced by issuance by the state of a contract change notice.
31. ADDITIONS OR DELETIONS The state reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contract Administrator.
32. CONTRACT SUSPENSION The state may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the state.
33. TERMINATION Termination for Convenience The state may terminate this contract, in whole or in part, at any time and for any reason by giving a thirty (30) calendar days written termination notice to Contractor. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard account practices for those reasonable costs incurred by Contractor prior to the date of termination, for orderly phase out of performance as requested by the state in order to minimize the costs of the termination; and (2) a reasonable profit for such work performed; however, the state shall not be liable to the Contractor for any anticipated profits on the terminated portion of the contract, or claims of unabsorbed overhead or other fixed costs. In no event shall the state become liable to pay any sum in excess of the price of this contract for the terminated services. Termination for Breach Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the state shall be entitled, by written or oral notice, to cancel this contract in its entirety or in part for breach of any of the terms herein, and to have all other rights against Contractor by reason of Contractor's breach as provided by law. A breach shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the contract signed by the state; (2) Contractor breaches any warranty, or fails to perform or comply with any term or agreement in the contract (3) Contractor makes any general assignment for the benefit of creditors; (4) in the state's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (6) any receiver, trustee or similar official is appointed for Contractor or any of Contractor's property. If it is subsequently found that Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 33.A Termination by Mutual Agreement The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30) calendar days written notice from one party to the other.
34. DEFAULT AND REMEDIES Events Any of the following events shall constitute cause for the state to declare Contractor in default of the contract. Nonperformance of contractual requirements. A material breach of any item or condition of this contract. The state shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Remedies If the default remains, after Contractor has been provided the opportunity to cure, the state may do one or more of the following: Exercise any remedy provided by law. Terminate this contract and any related contracts or portions thereof. Impose liquidated damages. Suspend contractor from receiving future Invitations for Bid.
35. LEGAL FEES The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.
36. FORCE MAJEURE Definition Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for period of time equal to the time that the results or effects of such delay prevented party from performing in accordance with this contract. Rights Reserved The state reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.
37. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) MWBE requirements are set forth in this Invitation for Bid and are hereby incorporated into the terms and conditions of this contract. Bidders are encouraged to contact the Office of Minority and Women's Business Enterprises (OMWBE) to obtain information on certified MWBE firms for potential subcontracting arrangements. Participation goals may also be met by entering into a Business Partnership Plan (B.P.P.). Information on setting up a B.P.O. is available from OMWBE, Telephone (206) 763-9693.
38. ESTABLISHED BUSINESS To be considered responsive, bidder must, at the time of bid opening, or prior to that time if required by law, be an established business firm with all required licensing, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. The state reserves the right to require proof of said requirements within 10 calendar days from the date of request.

Definitions

“Award” means grants, cost reimbursement contracts and other agreements between WDFW and local and Indian tribal government.

“Contract” means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them.

“Indian tribal government” means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

“Governmental unit” means the entire State, local, or federally-recognized Indian tribal government, including any component thereof. Components of governmental units may function independently of the governmental unit in accordance with the term of the award.

“Grant” means Awards of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other forms of assistance such as revenue sharing, loans, loan guarantees, interest subsidies, insurance or direct appropriations.

“Grantee” means all recipients of grant funds from the WDFW

“Local government” means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

“Market Analysis” means contacting by phone, mail, fax, e-mail or by ad potential providers of goods and services regarding their costs, abilities, and other factors to deliver the requested requirements.

“Reimbursable Cost” means expenditures allowable and allocable to the grant agreement as determined on a cash, accrual, or other basis acceptable to the WDFW. It does not include transfers to other funds.

“WDFW” means the Washington Department of Fish and Wildlife